



Evergreen Indiana Membership Packet

If your library is interested in joining the Evergreen Indiana consortium, please fill out the documents found in this packet and return them to the Evergreen Indiana Coordinator.

Please note that this agreement signifies an investment of approximately \$5000 of resources by the Indiana State Library. If your library should terminate its membership within 12 months of the migration, the Indiana State Library would need to be reimbursed for the work performed.

Please do not hesitate to contact the Evergreen Indiana Coordinator in the Library Development Office at the Indiana State Library if you have any questions, 1-800-451-6028.

Evergreen Indiana Membership Agreement

I. Purpose

This Membership Agreement outlines the initial agreements that form the basis for membership in the *Evergreen Indiana* Council by a library entity.

II. Mission

The purpose of Evergreen Indiana is to provide a multi-library shared integrated library system.

III. Membership

While individual library entities retain autonomy over their own local operations, participation in *Evergreen Indiana* requires collaboration in developing certain common policies and shared decision making. Membership in *Evergreen Indiana* represents the expectation of active and continuing participation by each member library entity. As a consideration for acceptance and continuation of membership in *Evergreen Indiana*, the designated library entity agrees to abide by the following terms and conditions:

- a) Accept and follow the Bylaws of *Evergreen Indiana*.
- b) Successfully implement and strive to meet the Goals of *Evergreen Indiana*.
- c) Abide by the *Evergreen Indiana* Code of Ethics.
- d) Accept and comply with the provisions of contractual agreements made by the Indiana State Library on behalf of member libraries and to accept responsibility for the acts of its own employees related to these matters.
- e) Become a member of the Indiana Library *Evergreen Indiana* Users Council ["the Council"], represented by the Library Director or his/her designee.
- f) Conform to established policies, procedures, protocols, and regulations developed and agreed to by the Council, the Executive Committee and the Indiana State Library
- g) Input, maintain, and share bibliographic holdings within one year of going live and input newly acquired titles on a continual basis, according to the standards developed and agreed to by the Council, the Executive Committee and the Indiana State Library.
- h) Enter its retrospective bibliographic holdings within one year of going live and input newly acquired titles on a continual basis, according to the standards developed and agreed to by the Council, the Executive Committee and the Indiana State Library.
- i) Input, maintain, share, and keep confidential patron records according to the standards developed and agreed to by the Council, the Executive Committee and the Indiana State Library.
- j) Lend library materials to patrons of all participating libraries with exceptions as noted in Evergreen Indiana policies
- k) Connect to the network exclusively with equipment that is compatible with *Evergreen Indiana*.
- l) Restrict the creation of data records and operations of the Library entity to authorized and trained personnel.
- m) Ensure library personnel participation at all appropriate training and continuing education programs.
- n) Process interlibrary requests and transactions within a minimum of five (5) working days if materials are available. Materials must be returned to the lending library by the due date.

- o) Develop and adhere to a weeding [purging] plan prior to retrospective conversion and request a waiver for any items that are kept and not entered into the database.
- p) Participate in the electronic and physical delivery of services as defined by the Council, the Executive Committee and the Indiana State Library.
- q) Enter accurate information on all *Evergreen Indiana* related transactions and statistics.
- r) Maintain standards and practices of collection development and *not reduce acquisitions* by reliance upon the collections of other participating *Evergreen Indiana* libraries.
- s) Refrain from internal policy changes that would adversely affect other participating *Evergreen Indiana* libraries.
- t) Designate a representative to serve as the *Evergreen Indiana* liaison for the library entity who shall communicate with the Indiana State Library personnel on implementation and operations issues.
- u) Regularly participate as appropriate with the Council, the Executive Committee and the Indiana State Library in review of operations of *Evergreen Indiana* and participate in joint development of plans.
- v) Participate in the activities of the Council by providing staff representation and service to various committees, task forces, and forums sponsored by the Council, the Executive Committee and the Indiana State Library.

The violation of any provision, policy, or requirement that is not corrected within sixty (60) days after written notice of the violation is given by the Indiana State Library will constitute default under the terms of this Agreement. If default should occur, refer to the current termination provisions in the Bylaws.

IV. Database – Bibliographic Records and Holdings

The library entity shall be deemed to have retained title to the library entity databases at all times, unless the library entity transfers the title to *Evergreen Indiana*. The library entity shall incur all costs to remove bibliographic records and holdings information plus patron information from the database, in the event the library entity chooses to no longer participate in the *Evergreen Indiana* project, or is asked to cease participation due to a violation of any provision, policy, or requirement that is not corrected within sixty (60) days after written notice of the violation is given.

V. Equipment

Equipment to operate *Evergreen Indiana* within a library district will be the responsibility of the local library and must conform to the technical specifications adopted by the Council. The State Library will host and support the central *Evergreen* servers and centralized equipment.

VI. Statement of Authority

This Agreement shall be construed in accordance with the laws of the State of Indiana.

VII. Financial Responsibilities

All financial responsibilities that will be designated as those to be paid by the member libraries will be acted upon by the Executive Committee and then mailed to the member libraries by April 1 each year with an effective date of January 1 the following calendar year.¹

All costs will be fully determined and disclosed prior to library entities adding their records to the database and before incurring any possible charges that might be levied by Evergreen Indiana.

VIII. Termination of Agreement

This Agreement may be terminated by either party upon one hundred and eighty (180) days written notice to the other party and in conformance with the provisions of the Bylaws.

IX. Modification/Amendment

This Agreement may be amended by mutual written consent of the parties.

X. Notices

All notices to be given under this Agreement will be in writing and given by depositing the same in the United States Mail.

Notices for the Indiana State Library will be

sent to: Roberta Brooker, State Librarian
Indiana State Library
140 North Senate Avenue
Indianapolis, IN 46240

Notices for Executive Committee of *Evergreen Indiana* will be sent to:

[Name and Title]
[Library]
[Mailing Address] [City,
State, Zip]

Notices for Library entity will be sent to:

[Member Representative and Title]
[Library]
[Mailing Address] [City,
State, Zip]

¹ For those public libraries signing the Membership Application in 2008, any costs to be incurred by the member will be distributed in a timely manner so that there is adequate time for the member to consider both prior to and after signing this form per the Indiana State Library.

XI. Acceptance of Agreement

This Agreement is made effective as of _____ between the Indiana State Library, *Evergreen Indiana* and the _____. The Agreement shall remain in effect until terminated in accordance with the provisions of this Agreement.

As legally authorized representatives of the Library entity by appropriate action of the governing board, *Evergreen Indiana* and the Indiana State Library, we agree by signing this document to abide by all of the terms and conditions stated in this Membership Agreement in *Evergreen Indiana*.

Accepted by:

The Indiana State Library

By: _____ Date: _____
[Name]

[Title]

Executive Committee of *Evergreen Indiana*

By: _____, Chair Date: _____
[Name]
_____, Chair's printed name
_____, Secretary Date: _____
[Name]
_____, Secretary's printed name

[Library entity Name:] _____

By: _____, Board President Date: _____
[Name]
_____, Board President's printed name
_____, Director Date: _____
[Name]
_____, Director's printed name

The Evergreen Indiana Code of Ethics

I acknowledge that I have an obligation to the *Evergreen Indiana* Project and to ensure that each of our library employees complies with this Code of Ethics:

- I shall not violate the privacy and confidentiality of information entrusted to me or to which I may gain access, including a patron's private information or reading records. A patron's personal information, history, or records will not be provided to anyone without legal authorization. Further, I agree to take appropriate action in regard to any illegal or unethical practices that come to my attention.
- I shall not use knowledge of a confidential nature to further my personal interests or for personal gain for myself or others.
- I have an obligation to the *Evergreen Indiana* project to use equipment and software only for the purposes intended.
- I shall keep my personal skills and knowledge up-to-date and insure that proper expertise is available to the public as needed.
- I will share my knowledge by participating in *Evergreen Indiana* Committees; I will recommend policies and procedures to improve service delivery in accordance with the participation agreement.
- I shall accept full responsibility for the work I perform.
- I shall cooperate with other *Evergreen Indiana* members, treating them with honesty and respect.
- I will avoid conflict of interest and insure that the appropriate Indiana State Library management is aware of potential conflicts.
- I will not exploit the weakness of a computer system for personal gain or personal satisfaction for myself or others.
- I will take all steps necessary to ensure that persons working on the *Evergreen Indiana* project on behalf of the Library will sign an agreement similar to this one which will be retained and made available if requested by Evergreen Indiana.

Library Director's Signature _____

Library Director's Printed Name _____

Library entity _____

Date _____

Evergreen Indiana Payment Program Description

This document will explain the cash and check payment program for Evergreen Indiana.

The goal of the Evergreen Indiana Payment Program is to allow all Evergreen Indiana libraries to accept patron fines and fees for each other. Patrons may incur fines and fees from any library in the consortium from which they borrow materials (overdue, lost, damaged, miscellaneous fines and fees). For that reason, the ISL staff has worked with the State Board of Accounts to identify bookkeeping practices which will allow all member libraries to accept fines and fees on behalf of one another.

The first requirement for this program is that all member libraries pass the board resolutions listed below in order to join the consortium (See resolution templates on the following pages):

1. Resolution Authorizing Evergreen Indiana libraries (Including the Indiana State Library) to Accept Payments on Behalf of [Name of your Library] Public Library.
2. Resolution to Establish an Evergreen Indiana Fund.

Further description of the Evergreen Indiana Fund: The Evergreen Indiana Fund is an Agency or Pass Through Fund which is used to account for assets held by a government agency in a purely custodial capacity. Money collected on behalf of other libraries will be receipted to the Evergreen Indiana Fund as recommended by the State Board of Accounts. The Evergreen Indiana fund is used to accept money on behalf of another Evergreen Library. The Operating Fund consists of appropriated money, where the source of the fund is tax payer money for the operation of the library. Evergreen money is solely earmarked for another Evergreen library and should never be receipted and debited from the Operating Fund.

Further discussion and training on the payment program will take place in the Evergreen Indiana Advanced Circulation training.

Bookkeeping instructions

1. Library accepts payments from all patrons in the form of cash or check at the circulation desk.
2. During bookkeeping, library staff should go to the following URL to get reports on what payments have been taken in on behalf of other libraries. XXXX is your library system abbreviation in the following URL: <https://evergreen.lib.in.us/recon/XXXX/index.html>
3. Download all reports available for the day you are reconciling. If there is no report for a specific payment or transaction type, that means there were no transactions with those specific qualifications:
 - a. Staff must download these reports and save them on regular basis as they function like the overdue notices and will be deleted at the end of thirty days.
4. Based on the results of the reports found at the URL above, the library records funds taken in on behalf of other libraries to the Evergreen Indiana Fund and then deposits in the library's bank account.
5. At the end of a predetermined amount of time (ideally quarterly throughout the year but monthly for the purposes of this pilot), Indiana State Library runs reports to show the total amount each library has taken in for others and the total amount each library is owed including cash and check.

6. Indiana State Library sends each library an invoice for the total amount they took in for the other libraries.
7. Each library will draft warrants for checks and receive board approval of warrants for the checks.
8. Each library will write a check to the Indiana State Library for the total amount of the invoice and then debit the ledger.
9. Indiana State Library will write each library a check for the total amount they are owed.
10. Library deposits check in their Fines and Fees Account in Operating Fund.

RESOLUTION AUTHORIZING EVERGREEN INDIANA LIBRARIES (Including the Indiana State Library) TO ACCEPT PAYMENTS FOR FEES & FINES ON BEHALF OF THE PUBLIC LIBRARY
(“Library”)

WHEREAS, I.C. 36-12-3-18 provides that a library board may authorize others to collect, on the library’s behalf, money or property owed to the library; and

WHEREAS, providing a mechanism by which library patrons may pay for Library fines or fees at various Evergreen Indiana public libraries, or the Indiana State Library, is consistent with the Library’s efforts to meet the needs of the public; and

WHEREAS, the Indiana State Library offers a service to Evergreen Indiana libraries that provides for the collection and redistribution of fines and fees.

NOW THEREFORE BE IT RESOLVED, that, pursuant to the provisions of I.C. 36-12-3-18, any Evergreen Indiana public library, and the Indiana State Library, is authorized to collect payments including, but not limited to, credit card payments owed to the Library; and

BE IT FURTHER RESOLVED, that all payments collected by Evergreen Indiana libraries on behalf of the Library will be submitted to the Indiana State Library and that the Indiana State Library will distribute to the Library on a quarterly basis, via electronic funds transfer, all payments collected on behalf of and owed to the Library; and

BE IT FURTHER RESOLVED, that the Library acknowledges that Evergreen Indiana libraries, including the Indiana State Library, are not debt collectors and will not be contacting patrons or making proactive collection efforts on behalf of the Library.

DULY ADOPTED by the Board of Trustees of the _____ Public Library at a meeting held on the _____ day of _____, _____, at which meeting a quorum was present.

NAY

AYE

ATTEST:

Secretary

Resolution to Establish the Evergreen Indiana Fund

WHEREAS, the _____ Public Library (hereafter “Library”) is a member of Evergreen Indiana and as such, the Library will need to collect and disburse certain funds that are not revenue for the Library; and

WHEREAS, the Library needs to establish *a pass-through fund entitled the Evergreen Indiana Fund* to which such funds can be deposited and from which such funds can be disbursed; and

WHEREAS, this fund will include fines and fees accepted by the Library on behalf of other Evergreen Indiana libraries to which the fines and fees are owed; and

WHEREAS, at predetermined intervals, the Library will send the money from this fund to the Indiana State Library so that the Indiana State Library can reimburse the appropriate Evergreen Indiana libraries the money owed from the collected fines and fees.

NOW THEREFORE BE IT RESOLVED, that the Evergreen Indiana Fund is hereby established for the above stated purpose.

DULY ADOPTED by the Board of Trustees of the _____ Public Library at its regular meeting held on the ____ day of _____, _____, at which meeting a quorum was present.

NAY

AYE

ATTEST:

Secretary